

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE	*	BKRTCY. NO. 18-04884 MCF
GONZALEZ CRUZ, GILBERTO	*	CHAPTER 13
xxx-xx-8197		
MARTINEZ SANCHEZ, IVETTE	*	
xxx-xx-3614	*	
<u>DEBTORS</u>		

**NOTICE OF FILING OF AMENDED CHAPTER 13 PLAN
AND CERTIFICATE OF SERVICE**

TO THE HONORABLE COURT:

COME NOW, **GILBERTO GONZALEZ CRUZ and IVETTE MARTINEZ SANCHEZ**, the Debtors in the above captioned case, through the undersigned attorney and very respectfully state and pray as follows:

1.The Debtors are hereby submitting an amended Chapter 13 Plan, dated January 04, 2019, herewith and attached to this motion.

2.The Plan is amended to **modify/change Section 3.1, in order to provide for direct payments to secured creditor Retiro ELA (POC # 12-1) pursuant to a Trustee's Objection to Proposed Plan Confirmation Under Section 1325, Docket No. 25.**

I CERTIFY, that on this same date a copy of this Notice was filed with the Clerk of the Court using the CM/ECF system which will send notice of same to the Chapter 13 Trustee, and all CM/ECF participants; I also certify that a copy of this notice was sent regular mail to the debtors and to all creditors and parties in interest appearing on the master address list (CM/ECF non-participants), hereby attached.

NOTICE

You are notified that within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

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Notice of Amended Chapter 13 Plan
Case no. 18-04884 MCF13

RESPECTFULLY SUBMITTED. In San Juan, Puerto Rico, this 04th day of January, 2019.

/s/Roberto Figueroa Carrasquillo
USDC #203614
RFIGUEROA CARRASQUILLO LAW OFFICE PSC
ATTORNEY FOR PETITIONERS/DEBTORS
PO BOX 186 CAGUAS PR 00726
TEL NO 787-744-7699 FAX 787-746-5294
Email: rfigueroa@rfclawpr.com

UNITED STATES BANKRUPTCY COURT
District of Puerto Rico, San Juan Division

In Re
GONZALEZ CRUZ, GILBERTO & MARTINEZ SANCHEZ, YVETTE

Case No: 18-04884 MCF

Chapter 13

XXX-XX-8197

☒ Check if this is a pre-confirmation amended plan.

XXX-XX-3614

☐ Check if this is a post confirmation amended plan

Puerto Rico Local Form G

Proposed by:

☐ Debtor(s)

☐ Trustee

☐ Unsecured creditor(s)

Chapter 13 Plan dated 01/04/2019

☒ If this is an amended plan, list below the sections of the plan that have been changed.

3.1

PART 1 Notices

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. The headings contained in this plan are inserted for reference purposes only and shall not affect the meaning or interpretation of this plan.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under this plan, unless ordered otherwise.

If a claim is withdrawn by a creditor or amended to an amount less than the amount already disbursed under the plan on account of such claim: (1) The trustee is authorized to discontinue any further disbursements to related claim; (2) The sum allocated towards the payment of such creditor's claim shall be disbursed by the trustee to Debtor's remaining creditors. (3) If such creditor has received monies from the trustee (Disbursed Payments), the creditor shall return funds received in excess of the related claim to the trustee for distribution to Debtor's remaining creditors. (4) If Debtor has proposed a plan that repays his or her creditors in full, funds received in excess of the related claim shall be returned to the Debtor.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 8	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

PART 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

PMT Amount	Period(s)	Period(s) Totals	Comments
145.00	1	145.00	
315.00	11	3,465.00	
335.00	48	16,080.00	
Subtotals	60	19,690.00	

Insert additional lines if needed

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

2.2 Regular payments to the trustee will be made from future income in the following manner:

Check all that apply.

☐ Debtor(s) will make payments pursuant to a payroll deduction order.

☒ Debtor(s) will make payments directly to the trustee.

☐ Other (specify method of payment): _____

2.3 Income tax refunds:

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will comply with 11 U.S.C. § 1325(b)(2). If the Debtor(s) need(s) to use all or a portion of such "Tax Refunds," Debtor(s) shall seek court authorization prior to any use thereof.

2.4 Additional payments:

Check one.

☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

PART 3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any.

Check one.

☐ None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

☒ The Debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the trustee or directly by the Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated, pro-rated unless a specific amount is provided below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. The final column includes only payments disbursed by the trustee rather than by the Debtor(s).

Name of creditor	Collateral	Current installment payments (Including escrow)	Amount of Arrearage (If any)	Interest rate on arrearage (If any)	Monthly plan PMT on arrearage	Estimated total payments by trustee
Banco Popular de Puerto Rico	<u>URB PARQUE LAS HACIENDAS</u> <u>D24 AYMANIO ST. CAGUAS, PR</u> <u>00725</u>	<u>513.00</u>	<u>9,583.62</u>	<u>0.00%</u>		<u>9,583.62</u>
		Disbursed by:		Months	Starting on Plan Month	
		<input type="checkbox"/> Trustee				
		<input checked="" type="checkbox"/> Debtor(s)				
Retiro ELA	<u>PR Govt Retirement Funds (POC #12-1)</u>	<u>111.22</u>				
		Disbursed by:				
		<input type="checkbox"/> Trustee				
		<input checked="" type="checkbox"/> Debtor				

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Lien Avoidance.

Check one.

☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral.

Check one.

☐ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

☒ The Debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of creditor

AEELA

Collateral

AEELA, savings, dividends, liquidation proceeds.

Insert additional lines as needed.

3.6 Pre-confirmation adequate protection monthly payments ("APMP") to be paid by the trustee.

☐ Payments pursuant to 11 USC §1326(a)(1)(C):

Name of secured creditor

\$ Amount of APMP

Comments

None

Insert additional lines as needed.

Pre-confirmation adequate protection payments made through the plan by the trustee are subject to the corresponding statutory fee.

3.7 Other secured claims modifications.

Check one.

☐ **None.** If "None" is checked, the rest of § 3.7 need not be completed or reproduced.

☒ Secured claims listed below shall be modified pursuant to 11 U.S.C. § 1322(b)(2) and/or § 1322(c)(2). Upon confirmation, the trustee shall pay the allowed claim as expressly modified by this section, at the annual interest rate and monthly payments described below. Any listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated, pro-rated unless a specific amount is provided below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling. If no monthly payment amount is listed below, distribution will be prorated according to plan section 7.2

Name of creditor	Claim ID #	Claim amount	Modified interest rate	Modified term (Months)	Modified P&I	Property taxes (Escrow)	Property insurance (Escrow)	Total monthly payment	Estimated total PMTs by trustee
<u>Empresas Berrios</u>	<u>POC #8-1</u>	<u>1,973.77</u>							<u>1,973.77</u>

<u>Asoc Res Comunida d Parq Las Hacs</u>	<u>POC #6-1</u>	<u>2,940.00</u>							<u>2,940.00</u>
--	-----------------	-----------------	--	--	--	--	--	--	-----------------

☒ To be
paid in full
100%

Starting on
Plan Month _

Insert additional lines as needed.

PART 4: Treatment of Fees and Priority Claims

4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees

Trustee's fees are governed by statute and may vary during the term of the plan, nevertheless are estimated for confirmation purposes to be 10 % of all plan payments received by the trustee during the plan term.

4.3 Attorney's fees

Check one.

☒ **Flat Fee:** Attorney for Debtor(s) elect to be compensated as a flat fee for their legal services, up to the plan confirmation, according to LBR 2016-1(f).

OR

☐ **Fee Application:** The attorneys' fees amount will be determined by the court, upon the approval of a detailed application for fees and expenses, filed not later than 14 days from the entry of the confirmation order.

Attorney's fees paid pre-petition:	<u>\$ 99.00</u>
Balance of attorney's fees to be paid under this plan are estimated to be:	<u>\$ 2,901.00</u>
If this is a post-confirmation amended plan, estimated attorney's fees:	<u>\$ 0.00</u>

4.4 Priority claims other than attorney's fees and those treated in §§ 4.5, 4.6.

Check one.

☒ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.

Check one.

☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

4.6 Post confirmation property insurance coverage

Check one.

☒ **None.** If "None" is checked, the rest of § 4.6 need not be completed or reproduced.

PART 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata. If more than one option is checked, the option providing the largest payment will be effective.

Check all that apply.

☐ The sum of \$ _____.

☐ _____% of the total amount of these claims, an estimated payment of \$ _____.

☒ The funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ If the estate of the Debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ _____.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

☒ **None.** *If "None" is checked, the rest of § 5.2 need not be completed or reproduced.*

5.3 Other separately classified nonpriority unsecured claims.

Check one.

☒ **None.** *If "None" is checked, the rest of § 5.3 need not be completed or reproduced.*

PART 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

☒ **None.** *If "None" is checked, the rest of § 6.1 need not be completed or reproduced.*

PART 7: Vesting of Property of the Estate & Plan Distribution Order

7.1 Property of the estate will vest in the Debtor(s) upon

Check the applicable box:

☒ Plan confirmation.

☐ Entry of discharge.

☐ Other: _____

7.2 Plan distribution by the trustee will be in the following order:

(The numbers below reflect the order of distribution; the same number means prorated distribution among claims with the same number.)

1. Distribution on Adequate Protection Payments (Part 3, Section 3.6)
1. Distribution on Attorney's Fees (Part 4, Section 4.3)
1. Distribution on Secured Claims (Part 3, Section 3.1) – *Current contractual installment payments*
2. Distribution on Post Confirmation Property Insurance Coverage (Part 4, Section 4.6)
2. Distribution on Secured Claims (Part 3, Section 3.7)
2. Distribution on Secured Claims (Part 3, Section 3.1) – *Arrearage payments*
3. Distribution on Secured Claims (Part 3, Section 3.2)
3. Distribution on Secured Claims (Part 3, Section 3.3)
3. Distribution on Secured Claims (Part 3, Section 3.4)
3. Distribution on Unsecured Claims (Part 6, Section 6.1)
4. Distribution on Priority Claims (Part 4, Section 4.4)
5. Distribution on Priority Claims (Part 4, Section 4.5)
6. Distribution on Unsecured Claims (Part 5, Section 5.2)
6. Distribution on Unsecured Claims (Part 5, Section 5.3)
7. Distribution on General Unsecured claims (Part 5, Section 5.1)

Trustee's fees are disbursed before each of the distributions above described pursuant to 28 U.S.C. § 586(e)(2).

PART 8: Nonstandard Plan Provisions

8.1 Check "None" or list the nonstandard plan provisions

☐ **None.** *If "None" is checked, the rest of Part 8 need not be completed or reproduced.*

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

Each paragraph below must be numbered and labeled in boldface type, and with a heading stating the general subject matter of the paragraph.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

8.2 This Section modifies LBF-G, Part 3: Retention of Lien:

The lien holder of any allowed secured claim, provided for by the Plan in its Part 3, will retain its lien according to the terms and conditions required by 11 USC 1325(a)(5)(B)(i)(I) & (II).

8.3 This section modifies LBF-G, Part 2, Section 2.3: Income Tax Refunds to be used to fund the plan:

Tax refunds will be devoted each year, as periodic payments, to fund the plan until the plan's completion. The tender of such payments shall deem the plan modified by such amount, increasing the base without the need of further Notice, Hearing or Court Order. If the Debtor(s) need(s) to use all or portion of such "Tax Refunds", Debtor(s) shall seek Court's authorization prior to any use of funds.

8.4 This Provision Supplements Part 3 to provide for the Lifting of the 362(a) Stay:

Upon the confirmation of this plan the automatic stay pursuant to Section 362(a) will be lifted in favor of Oriental Bank/Autos POC #2-1, as to collateral related to POC #2-1. The Car loan is being paid directly to Oriental Bank by a 3rd Party. The Trustee will make no disbursements to secured creditor Oriental Bank, without prejudice of creditor filing a deficiency claim in order to receive pro-rata distribution by the Trustee as an unsecured claim.

Insert additional lines as needed.

PART 9: Signature(s)

/s/Roberto Figueroa Carrasquillo

Date January 04, 2019

Signature of attorney of Debtor(s)

RFIGUEROA-CARRASQUILLO Law Office PSC

Date

Date

Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

By filing this document, the attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in Local Form G (LBF-G), other than any nonstandard provisions included in Part 8.

Label Matrix for local noticing
0104-3
Case 18-04884-MCF13
District of Puerto Rico
Old San Juan
Fri Jan 4 10:20:00 AST 2019

BANCO POPULAR PR
FORTUNO & RIVERA FONT LLC
PO BOX 13786
SAN JUAN, PR 00908-3786

ORIENTAL BANK AUTOS
PO BOX 79552
CAROLINA, PR 00984-9552

US Bankruptcy Court District of P.R.
Jose V Toledo Fed Bldg & US Courthouse
300 Recinto Sur Street, Room 109
San Juan, PR 00901-1964

AEELA
PO Box 364508
San Juan, PR 00936-4508

AEELA
PO Box 70290
San Juan, PR 00936-8290

AFLAC
1932 Wynton Road
Columbus, GA 31999-0797

Asoc Res Comunidad Parq Las Hacs
Parq Las Haciendas 100 Abacoa
Caguas, PR 00727-7706

Banco Popular de Puerto Rico
Mortgage Servicing Department
PO Box 362708
San Juan, PR 00936-2708

Banco Popular de Puerto Rico
PO Box 362708
San Juan, PR 00936-2708

Baxter Credit Union
340 N. Milwaukee Ave Vernon Hills
Illinois, IL 60061

Departamento de Hacienda
Bankruptcy Section
235 Ave Arterial Hostos Ste 1504
San Juan, PR 00918-1451

Departamento de Hacienda
PO Box 9024140
San Juan, PR 00902-4140

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Island Finance
PO Box 71504
San Juan, PR 00936-8604

(p)JEFFERSON CAPITAL SYSTEMS LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

LVNV Funding, LLC its successors and assigns
assignee of GE Money Bank
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Mueb Berrios
PO Box 674
Cidra, PR 00739-0674

Oasis Financial Services
47 Gautier Benitez Ste 5
Caguas, PR 00725-4160

Oriental Bank
254 Ave Munoz Rivera # 15
San Juan, PR 00918-1900

PREPA - BANKRUPTCY OFFICE
PO BOX 364267
SAN JUAN PR 00936-4267

Sistema de Retiro ELA
PO Box 42003
San Juan, PR 00940-2203

T Mobile/T-Mobile USA Inc
by American InfoSource as agent
PO Box 248848
Oklahoma City, OK 73124-8848

(p)T MOBILE
C O AMERICAN INFOSOURCE LP
4515 N SANTA FE AVE
OKLAHOMA CITY OK 73118-7901

Temple Univ Hospital
Episcopal Campus
100 E Lehigh Ave
Philadelphia, PA 19125-1012

Tribunal General de Justicia
Ofic Admin Tribunales
PO Box 190917
San Juan, PR 00919-0917

GILBERTO GONZALEZ CRUZ
PARQUE LAS HACIENDAS D24 AYMANIO ST
CAGUAS, PR 00727-7742

JOSE RAMON CARRION MORALES
PO BOX 9023884
SAN JUAN, PR 00902-3884

MONSITA LECAROS ARRIBAS
OFFICE OF THE US TRUSTEE (UST)
OCHOA BUILDING
500 TANCA STREET SUITE 301
SAN JUAN, PR 00901

ROBERTO FIGUEROA CARRASQUILLO
PO BOX 186
CAGUAS, PR 00726-0186

YVETTE MARTINEZ SANCHEZ
PARQUE LAS HACIENDAS D24 AYMAMIO ST
CAGUAS, PR 00727-7742

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Internal Revenue Service
PO Box 21126
Philadelphia, PA 19114-0326

Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud Mn 56302-9617

T-Mobile
12920 SE 38th St
Bellevue, WA 98006-1350

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)ASOC RESIDENTES HACIENDA LOS PARQUES

(d)Oriental Bank-Autos
PO BOX 79552
Carolina, PR 00984-9552

End of Label Matrix	
Mailable recipients	30
Bypassed recipients	2
Total	32